

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In re:

Chapter 13

Allen Cruz

Case No. - (14-13027-jlg)

Debtor(s).
-----X

CREDITOR LOSS MITIGATION AFFIDAVIT

I, Daniel Sullivan, being sworn, say:

I am not a party to this action, am over 18 years of age and reside in Ronkonkoma.

On May 8, 2015, I served a true copy of the financial packet and this "*Creditor Loss Mitigation Affidavit*"¹ upon the following parties via (first class mail,) at the following addresses [insert addresses]:

Allen Cruz
1982 Mathews Avenue
Bronx, NY 10462

Gary R. Gjertsen
Clair & Gjertsen
720 White Plains Road
Suite 381
Scarsdale, NY 10583

Pursuant to that request, the Debtor² must provide the following documents:

- √ A copy of the Debtor's two (2) most recent federal income tax returns;
- √ A copy of the Debtor's last two (2) paycheck stubs, proof of social security income, pensions, or any other income received by the Debtor;

Or, if Debtor is self-employed:

- √ A copy of the Debtor's business= two (2) most recent months' profit and loss statements, setting forth a breakdown of the monthly business income and expenses [for the months off];

¹ Italicized words in quotations indicate that there is a form by the same name on the Bankruptcy Court's website. These forms shall be used whenever applicable.

² Unless otherwise provided herein, all capitalized terms are defined in the Southern District of New York's Loss Mitigation Program Procedures. The Loss Mitigation Program Procedures' definition of "Debtor" includes joint debtors.

- ✓ A copy of the mortgagee's completed financial worksheet;
- ✓ Proof of second/third party income by affidavit of the party, including the party's last two (2) paycheck stubs,
- ✓ Other (please specify):

Please be advised that the Creditor designates the following person to be its Loss Mitigation contact:

Name: Jodi Sharaan
Title: Team Lead, Loss Mitigation
Phone Number: 319-236-4609
Fax Number: 866-502-7742
Email Address: jodi.sharaan@ocwen.com

Please be advised that the Creditor designates the following person to be its attorney for Loss Mitigation on this Loan.

Name: Phillip Mahony
Firm: RAS Boriskin
Phone Number: (516) 280-7675
Fax Number: (516) 280-7674
Email Address: pmahony@rasboriskin.com

Dated: May 8, 2015


Daniel Sullivan

SWORN TO BEFORE ME THIS
8th Day of May, 2015



Notary Public





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September 22, 2014

REQUEST FOR MORTGAGE ASSISTANCE (RMA) / HARDSHIP AFFIDAVIT

Dear Borrower,

If you are facing financial difficulties, you are not alone. We are here to help you. Since 2010, we've found solutions for more than 100,000 Americans struggling to make mortgage payments.

No matter what your situation, you may have options. We offer multiple solutions to help you through difficult times, including, but not limited to, the Home Affordable Modification Program (HAMP) and Home Affordable Foreclosure Alternative Program (HAFA). We also offer our own modification options and foreclosure alternatives. Please note, the options available to you may vary due to the requirements of the owner of your loan.

The table below outlines the variety of solutions available. We encourage you to complete and return the enclosed Request for Mortgage Assistance (RMA) / Hardship Affidavit application.

The sooner you apply, the sooner we can help.

Solutions for Keeping the Property			
Solution	How it Works	May Apply to You IF...	What To Do
Lump Sum Reinstatement	Make a lump sum payment for past due payments and fees.	You can afford your payment now, and you have funds to catch up on past due payments.	Call us toll-free 1-800-746-2936 NO application necessary
Short-term Repayment Plan (Forbearance Plan)	Repay what you owe over time by adding extra funds to your regular monthly payment.	You can afford your payment now, and you can add extra money to cover past due payments. You just need a few months to catch up.	
Modification	Make your payment more affordable by changing the terms of your loan permanently.	You can't afford your current payment, may be "upside down" on your home's value, and have a source of income.	Complete and return this application
Temporary Forbearance / Unemployment Plan	Temporarily make a lower monthly payment for a specific time period.	You are temporarily unemployed, have unemployment benefits and/or other income, but you need help while you are between jobs.	
Refinance*	Convert your debt into a new loan with new terms. *Ocwen may refer your request to a partner lending agency.	Your loan is current.	Call us toll-free 1-800-746-2936 for eligibility options
Solutions for Giving Back or Selling the Property and avoiding the stress of foreclosure			
Solution	How it Works	May Apply to You IF...	What To Do
Deed-in-Lieu of Foreclosure	Transfer ownership and the property deed to us, and cancel your debt. In many cases we can also provide you cash to assist with relocation.	(i) You can't afford your home. (ii) Modification options don't apply to you or do not match your needs. (iii) You would like a quicker way to get out of the property without the hassle of a short sale.	Complete and return this application
Short Sale	Find a buyer and sell your home to settle the debt with Ocwen. If you qualify relocation assistance may be available.	You can't afford your monthly mortgage payments and your home is worth less than the amount you owe.	



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Important Application Information

To avoid delays, please make sure all pages are complete, accurate, and signed or initialed where indicated.

- ☐ Send all forms and documents at ONE time, and send ALL pages of requested documents.
- ☐ KEEP A COMPLETE COPY OF WHAT YOU SEND TO US.
- ☐ Be sure to INITIAL, SIGN and DATE forms as indicated.
- ☐ **The faster you apply, the faster we reply.**

Where to Send Your Application

Fax or Email - for *fastest* processing

or

Regular Mail

Fax: **407-737-6352**
 Email: **rma@ocwen.com**

Ocwen Loan Servicing
 Attn: Home Retention Department
 1661 Worthington Road, Suite 100
 West Palm Beach, FL 33409

Questions? Call us toll-free at (800) 746-2936.

Monday-Friday 8:00 am to 9:00 pm ET, Saturday 8:00 am to 5:00 pm ET, & Sunday 9:00 am to 9:00 pm ET.

If Your Loan is in Foreclosure

- A Complete Application includes all required forms and ALL requested documentation.
- **NOTE TO BORROWERS WITH A FORECLOSURE SALE SCHEDULED IN THE NEXT 37 DAYS:**
 If we receive your Complete Application for modification* at least 7 business days before a scheduled foreclosure sale date, we will not complete the foreclosure action until we review and decision your application.
**This ONLY applies if you wish to keep your property. Foreclosure sales scheduled in the next 37 days cannot be stopped if you wish to give back or sell your property.*
- You may be evaluated for a loss mitigation option and have the property pursued for foreclosure at the same time. You may receive foreclosure/eviction notices—delivered by mail or in person—or you may see steps being taken to proceed with a foreclosure sale of your home. **IMPORTANT - To protect your rights under applicable foreclosure law, you may need to respond to these foreclosure notices or take other actions.**
- Upon acceptance of a modification Trial Payment Plan (TPP), and for the duration of the TPP, Ocwen will take those actions within its authority that are necessary to halt further activity and events in the foreclosure process, whether judicial or non-judicial, including but not limited to refraining from scheduling a foreclosure sale or causing a judgment to be entered. However, please be aware that there are certain circumstances which prevent Ocwen from being able to suspend further foreclosure activity.
- If you have any questions about the foreclosure process, call us toll-free at (800) 746-2936. We also encourage you to contact a lawyer or housing counselor for questions about the consequences of foreclosure.

After You Apply

Application reviews can take up to 30 days from the date the complete package is received. We will be sure to let you know when our review is complete.

For more information, please see the **Frequently Asked Questions** (Section 19) and information provided within this RMA.

Sincerely, Ocwen Loan Servicing, LLC



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REQUEST FOR MORTGAGE ASSISTANCE (RMA) / HARDSHIP AFFIDAVIT**Application Checklist**

ALL borrowers and applicants must complete or provide

Special Instructions

☒ **Forms that must be signed**

SECTION	FORM NAME	REQUIREMENTS
1	<input type="checkbox"/> STATEMENT OF INTENTION	
2	<input type="checkbox"/> BORROWER INFORMATION FORM	
3	<input type="checkbox"/> PROPERTY INFORMATION FORM	
4	<input type="checkbox"/> OCCUPANCY AND RENTAL INFORMATION FORM -If rented, include Lease Agreement	
4A	<input type="checkbox"/> RENTAL PROPERTY CERTIFICATION <input checked="" type="checkbox"/>	ONLY if property is rented or available to rent
5	<input type="checkbox"/> OTHER PROPERTIES OWNED	
6	<input type="checkbox"/> HOUSEHOLD ASSETS AND EXPENSES FORM	
7	<input type="checkbox"/> MONTHLY INCOME FORM	
8	<input type="checkbox"/> INCOME DOCUMENTATION REQUIRED - Include necessary documents	
9	<input type="checkbox"/> PROFIT AND LOSS FORM— see List of Documents required with application	ALL Self-Employed borrowers
10	<input type="checkbox"/> IRS FORM 4506T-EZ-(for each borrower) <input checked="" type="checkbox"/>	
11	<input type="checkbox"/> HARDSHIP STATEMENT	
12	<input type="checkbox"/> DODD-FRANK CERTIFICATION FORM	
13	<input type="checkbox"/> NON BORROWER CONSENT FORM <input checked="" type="checkbox"/>	ONLY if including income for non-borrowers
14	<input type="checkbox"/> CONSENT FOR RELEASE OF INFORMATION FORM	
15	<input type="checkbox"/> BORROWER ACKNOWLEDGEMENT AND AGREEMENT	
16	<input type="checkbox"/> INFORMATION FOR GOVERNMENT MONITORING PURPOSES (Optional)	

Please Note: Additional information about assistance options is available in sections 17-21, including FAQs and Homeowner's Hotline information

IMPORTANT NOTICE TO BORROWERS

Be advised that by signing this document you understand that any documents and information you submit to your servicer in connection with the Making Home Affordable Program are under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy of your property, hardship circumstances, and/or income, expenses, or assets will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution. By signing this document you certify, represent and agree that: "Under penalty of perjury, all documents and information I have provided to my Servicer in connection with the Making Home Affordable Program, including the documents and information regarding my eligibility for the program, are true and correct

If you are aware of fraud, waste, abuse, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by calling 1-877-SIG-2009 (toll-free), 202-622-4559 (fax), or www.sigtarp.gov and provide them with your name, our name as your servicer, your property address, loan number and the reason for escalation. Mail can be sent to Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St NW, Washington, DC 20220



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Making Home Affordable Program
Request For Mortgage Assistance (RMA)



IMPORTANT. When you sign and date this form, you will make important certifications, representations and agreements, including certifying that all of the information in this RMA is accurate and truthful.

SECTION 1**STATEMENT OF INTENTION**

I want to: ☐ KEEP the property ☐ GIVE BACK the property ☐ SELL the property ☐ UNSURE/No Preference
(Review all my options)

SECTION 2**BORROWER INFORMATION FORM**

Borrower(s) Name			
Social Security Number	- -	- -	- -
Home Phone Number	() -	() -	() -
Cell or Work Number	() -	() -	() -
Email Address			

Property Address:

Mailing Address: If same as Property Address, check here. ☐**Contact Information**

What is the best number to reach you? () -

What is the best time to reach you? am/pm

Time Zone

☐ Check here if your primary language is Spanish.

If checked, we will do our best to assign a Spanish-speaking Relationship Manager

Marque aquí, si su lengua principal es el Español. Esta información será utilizada para tratar de asignar un Gerente de Relaciones que hable Español cuando esté disponible, después de que su documentación haya sido recibida. Si necesita ayuda para completar esta documentación, por favor llámenos al telefono listado en su estado de cuenta mensual.

Military Service

Is any borrower an active duty or recently discharged service member?

☐ Yes ☐ NoHas any borrower been deployed away from his/her residence or recently received a Permanent Change of Station order? ☐ Yes ☐ NoIs any borrower the surviving spouse of a deceased service member who was on active duty at the time of death? ☐ Yes ☐ No**Bankruptcy**Is any borrower in active bankruptcy? ☐ Yes ☐ No

If Yes:

What chapter? ☐ Chapter 7 ☐ Chapter 13 Filing Date:

Bankruptcy case #:

Has your bankruptcy been discharged? ☐ Yes ☐ No**Other Properties**How many single family properties, other than your principal residence, do you and/or any co-borrower(s) own individually, jointly, or with others?
(total count)

Has the mortgage on your primary residence ever had a Home Affordable Modification Program (HAMP) trial period plan or permanent modification?

☐ Yes ☐ No

Has the mortgage on any other property that you or any co-borrowers own had a permanent Home Affordable Modification Program (HAMP) modification?

☐ Yes ☐ No If yes, indicate how many?

Are you or any co-borrower currently in or being considered for a Home Affordable Modification Program (HAMP) trial period plan - on any property other than your primary residence?

☐ Yes ☐ No



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SECTION 3**PROPERTY INFORMATION FORM**

Property Residence Status		HOA / Condo Fees	
I consider the property my principal / primary residence.	<input type="checkbox"/> Yes (Skip 4) <input type="checkbox"/> No	The property has condominium or homeowners association (HOA) fees	<input type="checkbox"/> Yes <input type="checkbox"/> No
I currently occupy / live at the property	<input type="checkbox"/> Yes (Skip 3A) <input type="checkbox"/> No	If yes, what is the total monthly amount of your HOA fees (round to the nearest dollar)?	\$ _____ .00
Do you have any <u>other liens on this property?</u>	<input type="checkbox"/> Yes (add details below) <input type="checkbox"/> No	Who are fees paid to?	
		Name _____	
		Street Address _____	
		City _____	State _____ Zip _____

Other lien details:	Other Lien	Other Lien	Other Lien
Other Lien Holder's Name/Servicer			
Balance and Interest Rate			
Loan Number			
Other Lien Holder's Phone Number			

SECTION 3A

If you do NOT occupy the property, please provide details about where you currently live:

- What is the total monthly rent or mortgage payment where you currently live (round to the nearest dollar)? \$ _____ .00
 - Have you been temporarily displaced (military, job transfer, etc)? ☐ Yes ☐ No (Complete Section 4)
- A. Please describe why you are displaced _____
- B. Do you intend to stay where you currently live after your displacement ends? ☐ Yes ☐ No (Complete Section 4)

SECTION 4**OCCUPANCY AND RENTAL INFORMATION FORM**

Complete ONLY if your application is for property which is NOT your principal residence

If property is NOT your principal residence

Is this property used as a second home or seasonal home?	<input type="checkbox"/> Yes (Skip Sections 4 and 4A) <input type="checkbox"/> No
Is the property occupied?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Property is Occupied (check one)	If Property is Not Occupied (check one)
<input type="checkbox"/> Rent-paying tenant (also complete Section 4A) IMPORTANT - Be sure to include a copy of the lease!	<input type="checkbox"/> Vacant but available for rent (also complete Section 4A on next page) Describe efforts to rent property _____
Lease start date (MM/YY) ____/____ Monthly Rent \$ _____ .00	<input type="checkbox"/> No intent to rent
<input type="checkbox"/> Occupied rent-free by a legal dependent, parent, or guardian	<input type="checkbox"/> Condemned
<input type="checkbox"/> Occupied rent-free by someone else	<input type="checkbox"/> Other (describe): _____

SECTION 4A**Rental Property Certification**

ONLY if property is rented or available to rent

By initialing below, I am requesting a mortgage modification under MHA with respect to the rental property described in this Section 3 and I hereby certify under penalty of perjury that each of the following statements is true and correct with respect to that property.

- I intend to rent the property to a tenant or tenants for at least five years following the effective date of my mortgage modification. I understand that the servicer, the U.S. Department of the Treasury, or their respective agents may ask me to provide evidence of my intention to rent the property during such time. I further understand that such evidence must show that I used reasonable efforts to rent the property to a tenant or tenants on a year-round basis, if the property is or becomes vacant during such five-year period. *Note: The term "reasonable efforts" includes, without limitation, advertising the property for rent in local newspapers, websites or other commonly used forms of written or electronic media, and/or engaging a real estate or other professional to assist in renting the property, in either case, at or below market rent.*
This certification is effective on the earlier of the date listed below or the date the RMA is received by your servicer.
- The property is not my secondary residence and I do not intend to use the property as a secondary residence for at least five years following the effective date of my mortgage modification. I understand that if I do use the property as a secondary residence during such five-year period, my use of the property may be considered to be inconsistent with the certifications I have made herein. *Note: The term "secondary residence" includes, without limitation, a second home, vacation home or other type of residence that I personally use or occupy on a part-time, seasonal or other basis.*
- I do not own more than five (5) single-family homes (i.e., one-to-four unit properties) (exclusive of my principal residence). **Notwithstanding the foregoing certifications, I may at any time sell the property, occupy it as my principal residence, or permit my legal dependent, parent or grandparent to occupy it as their principal residence with no rent charged or collected, none of which will be considered to be inconsistent with the certifications made herein.**

INITIAL HERE

Initials

Initials

Initials

Date (MM|DD|YY)



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SECTION 5**OTHER PROPERTIES OWNED**

You must provide information about ALL properties that you or the co-borrower own, other than your principal residence.

If any borrowers own other properties

	Property #1	Property #2	Property #3
Property Address			
Current Property Value	\$	\$	\$
Mortgage Servicer Name			
Mortgage Balance	\$	\$	\$
Mortgage Loan Number			
2 nd Mortgage - Servicer Name			
2 nd Mortgage Balance	\$	\$	\$
2 nd Mortgage - Loan Number			
Property is:	<input type="checkbox"/> Owner Occupied <input type="checkbox"/> Renter Occupied <input type="checkbox"/> Vacant	<input type="checkbox"/> Owner Occupied <input type="checkbox"/> Renter Occupied <input type="checkbox"/> Vacant	<input type="checkbox"/> Owner Occupied <input type="checkbox"/> Renter Occupied <input type="checkbox"/> Vacant
If rented - Gross Monthly Rent	\$	\$	\$
Total Monthly Mortgage Payment if applicable, include monthly principal interest, real property taxes and insurance premiums	\$	\$	\$

NOTE - Please attach a separate sheet with details for any additional properties

SECTION 6**HOUSEHOLD ASSETS AND EXPENSES FORM**

Combined Assets Round all figures to the nearest dollar		Monthly Expenses Round all figures to the nearest dollar	
Total \$ In Checking Account(s)	\$	Credit Cards/Installment Debt (Total Minimum Payment)	\$
Total \$ In Savings Account(s)	\$	Child support/ Alimony / Dependent Care	\$
Money Market Value/Amount	\$	Car Payments	\$
Stocks Value	\$	Mortgage payments on other Properties	\$
Bonds Value	\$	Bank / Finance Loan Payments	\$
CD's Value/Amount	\$	Student Loan Payments	\$
Estimated Value of Real Estate Owned	\$	Food / Household supplies	\$
Other Cash On Hand	\$	Utilities / Water/ Sewer/ Phone(s)	\$
Other	\$	Auto Expenses (Gas, Maintenance, Insurance, etc.)	\$
		Other (For example, Medical Expenses, Out of Pocket Insurance Premiums, etc.)	\$
Assets TOTAL	\$ _____ .00	Expenses TOTAL	\$ _____ .00



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SECTION 7		MONTHLY INCOME FORM			
Round all figures to the nearest dollar					
ALL figures should represent the total amount received per month for that income category					
BORROWER NAME					
BASE PAY / SALARY (Monthly Gross Amount before deductions)		\$		\$	
Hire Date		MM DD YY		MM DD YY	
How often are you paid?		<input type="checkbox"/> Weekly <input type="checkbox"/> Every 2 weeks		<input type="checkbox"/> Monthly <input type="checkbox"/> Twice a month	
Do you have more than one employer?		<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
OVERTIME PAY (Average per month)		\$		\$	
BONUS (Average per month)		\$		\$	
TIPS (Average per month)		\$		\$	
COMMISSIONS (Average per month)		\$		\$	
SELF-EMPLOYMENT INCOME (Average net per month)		\$		\$	
UNEMPLOYMENT BENEFITS		\$		\$	
PUBLIC ASSISTANCE / FOOD STAMPS		\$		\$	
SOCIAL SECURITY RETIREMENT BENEFITS		\$		\$	
SOCIAL SECURITY SURVIVOR BENEFITS		\$		\$	
DISABILITY BENEFITS: (check one) <input type="checkbox"/> Less than 1 Year <input type="checkbox"/> 1 Year or Greater		\$		\$	
SUPPLEMENTAL SECURITY INCOME (SSI)		\$		\$	
PENSIONS, ANNUITIES, OR RETIREMENT PLANS		\$		\$	
WORKERS' COMPENSATION		\$		\$	
ALIMONY *		\$		\$	
CHILD SUPPORT*		\$		\$	
MONTHLY GROSS RENTAL INCOME FROM ALL PROPERTIES		\$		\$	
OTHER INCOME — EXAMPLES: INVESTMENT, INTEREST, DIVIDENDS, ROYALTY, ETC.		\$		\$	
TOTAL (GROSS INCOME)		\$ _____ .00		\$ _____ .00	

*You are NOT required to disclose alimony, child support or separate maintenance income.



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SECTION 8 INCOME DOCUMENTATION REQUIRED ANY and ALL borrowers must report and provide evidence of ALL income sources	
IMPORTANT – Avoid processing delays by providing COMPLETE documentation as described below. Include ALL pages of any statements.	
Income Record Type	What EACH borrower should provide
<input type="checkbox"/> PROFIT AND LOSS STATEMENT <i>If Self-Employed only</i>	1. Either the last three monthly profit and loss statements OR one for the most recent quarter OR complete Section 9. 2. Include only BUSINESS related gross/net income and itemized expenses. 3. Copy of the most recently filed tax return including ALL schedules and K-1, if applicable * 4. Copy of two most recent consecutive business bank statements dated within 90 days
<input type="checkbox"/> BASE PAY – SALARY/HOURLY WAGE INCOME	Two most recent paystubs dated within 90 days. At least one must show at least 30 days of Year-to-Date income.
<input type="checkbox"/> OVERTIME PAY, BONUS, TIPS, COMMISSIONS, HOUSING ALLOWANCE	If not clearly evident on your pay stub, provide documentation from the employer that describes the income amount, frequency, and duration.
<input type="checkbox"/> UNEMPLOYMENT BENEFITS	Documentation showing the amount, frequency, and duration of benefits that have begun or will begin in 60 days <ul style="list-style-type: none"> Examples include letters, exhibits or benefits statement from the provider If unemployment benefits ended within the last 6 months, provide the latest unemployment statement.
<input type="checkbox"/> PUBLIC ASSISTANCE& FOOD STAMPS; SOCIAL SECURITY RETIREMENT, SURVIVORS, OR DISABILITY BENEFITS; SUPPLEMENTAL SECURITY INCOME; WORKERS' COMPENSATION; PENSIONS, ANNUITIES, OR RETIREMENT PLANS; AND/OR ADOPTION ASSISTANCE	Documentation showing the amount and frequency of benefits <ul style="list-style-type: none"> Examples include letters, exhibits, disability policy or benefits statement(s) from provider AND proof of payment receipt (such as two most recent bank statements or two deposit advices) For Public Assistance, include the award letter indicating the amount and frequency.
<input type="checkbox"/> ALIMONY, CHILD SUPPORT, OR SEPARATION MAINTENANCE PAYMENTS	1. Copy of divorce decree, separation agreement, or other written legal agreement filed with the court documents must show the amount of payments AND the period of time that you are entitled to payment(s) AND 2. Copies of two most recent bank statements, deposit advices showing receipt of payment, cancelled checks, or court documentation demonstrating the payment history. All documentation must be dated within 90 days. NOTE –Alimony, child support or separate maintenance income <u>need not be disclosed</u> if you do not choose to have it considered for repaying your mortgage debt.
<input type="checkbox"/> (MONTHLY GROSS) INCOME FROM RENTAL PROPERTIES	Most Recent Federal Tax Return with all schedules, including Schedule E* NOTE –If rental income is not reported on Tax Schedule E, include a copy of the current Lease Agreement (ALL pages) AND two bank statements showing deposit of rent checks.
<input type="checkbox"/> OTHER INCOME – INVESTMENT, INTEREST, DIVIDENDS, ROYALTY, ETC.	Proof of payment receipt (such as two most recent bank statements or deposit advices). Must include source, amount, and frequency.)



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SECTION 9**PROFIT AND LOSS FORM (P&L)**

For Borrowers With
 Self-Employment
 Income ONLY

A separate form is required for EACH self-employed borrower and EACH business

- A separate P&L is required for each business where the borrower has at least 25% ownership. This form is only a guide; borrowers can submit their own P&L so long as it contains the required information.
- You must also provide a copy of your most recently-filed federal tax return, including ALL schedules and K-1, if applicable.

Statement Year (YYYY): _____ Start date (MM | YY): _____ | _____ End Date (MM | YY): _____ | _____
 Must cover a minimum of 3 calendar months or the most recent calendar quarter.

Business Name: _____

Business Address: Street: _____

City: _____ State: _____ Zip: _____

Other Owner(s): _____ Partnership Share: _____ %

Gross Receipts / Business Income(round all figures to the nearest dollar)

Items	Description (optional)	Amount
		\$
		\$
		\$
		\$
		\$
		\$
Total Income		\$ _____ .00

Expenses(round all figures to the nearest dollar)

Do NOT include any depreciation as an expense or any personal (non-business) expenses
 Do NOT include any wages paid to owners

1. Advertising	\$	12. Rent or lease:	
2. Car and truck expenses	\$	a. Vehicles, machinery, and equipment	\$
3. Commissions and fees	\$	b. Other business property	\$
4. Contract labor	\$	13. Repairs and maintenance	\$
5. Depletion/Depreciation	\$	14. Supplies	\$
6. Employee benefit programs	\$	15. Taxes and licenses	\$
7. Insurance (other than health)	\$	16. Travel, meals, and entertainment:	
8. Interest:		a. Travel	\$
a. Mortgage	\$	b. Deductible meals and entertainment	\$
b. Other	\$	17. Utilities	\$
9. Legal and professional services	\$	18. Wages (less employment credits)	\$
10. Office expenses	\$	19. Other expenses	\$
11. Pension and profit-sharing plans	\$	Total Expenses	\$ _____ .00

Net Profit(Total Income minus Total Expenses) \$ _____ .00



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SECTION 10

IRS FORM 4506T-EZ

Form **4506T-EZ**

(Rev. January 2012)

Department of the Treasury
Internal Revenue Service

Short Form Request for Individual Tax Return Transcript

OMB No. 1545-2154

► Request may not be processed if the form is incomplete or illegible.

Tip. Use Form 4506T-EZ to order a 1040 series tax return transcript free of charge, or you can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-908-9946.

1a Name shown on tax return. If a joint return, enter the name shown first.

1b First social security number or individual taxpayer identification number on tax return

2a If a joint return, enter spouse's name shown on tax return.

2b Second social security number or individual taxpayer identification number if joint tax return

3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)

4 Previous address shown on the last return filed if different from line 3 (see instructions)

5 If the transcript is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.

Third party name

Telephone number

Ocwen Loan Servicing, LLC

Address (including apt., room, or suite no.), city, state, and ZIP code

ATTN: Home Retention Department, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409

Caution. If the tax transcript is being mailed to a third party, ensure that you have filled in line 6 before signing. Sign and date the form once you have filled in this line. Completing this step helps to protect your privacy. Once the IRS discloses your IRS transcript to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your transcript information, you can specify this limitation in your written agreement with the third party.

6 Year(s) requested. Enter the year(s) of the return transcript you are requesting (for example, "2008"). Most requests will be processed within 10 business days.

2011

2012

2013

☐ Check this box if you have notified the IRS or the IRS has notified you that one of the years for which you are requesting a transcript involved identity theft on your federal tax return.

Note. If the IRS is unable to locate a return that matches the taxpayer identity information provided above, or if IRS records indicate that the return has not been filed, the IRS may notify you or the third party that it was unable to locate a return, or that a return was not filed, whichever is applicable.

Caution. Do not sign this form unless all applicable lines have been completed.

Signature of taxpayer(s). I declare that I am the taxpayer whose name is shown on either line 1a or 2a. If the request applies to a joint return, either husband or wife must sign. **Note.** For transcripts being sent to a third party, this form must be received within 120 days of the signature date.

Phone number of taxpayer on line 1a or 2a

Sign Here

Signature (see instructions)

Date

Spouse's signature

Date

For Privacy Act and Paperwork Reduction Act Notice, see page 2.

Cat. No. 54185S

Form **4506T-EZ** (Rev. 1-2012)



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Toll Free: (800) 746-2936

September 22, 2014

SECTION 11**HARDSHIP STATEMENT**

Date hardship began (MM|YY): ____/____/____

I/We believe my situation is: ☐ Short-term (Under 6 months) ☐ Medium-term (6-12 months) ☐ Long-term or permanent Hardship (12 months+)Has the reason for your hardship reason been resolved? ☐ Yes ☐ No

I am/We are requesting review for mortgage assistance.

I am/We are having difficulty in making my monthly payments because of financial difficulties created by the following:

Reason for Hardship Check ALL that apply below and add description if needed	Documentation Needed Documents to include with your application
<input type="checkbox"/> My household income has declined	No hardship documentation required
<input type="checkbox"/> Reduction in hours with current employer <input type="checkbox"/> Current year <input type="checkbox"/> Prior Year	No hardship documentation required
<input type="checkbox"/> My expenses have increased	No hardship documentation required
<input type="checkbox"/> My cash reserves, including all liquid assets, are insufficient to maintain my current mortgage payment and cover basic living expenses at the same time.	No hardship documentation required
<input type="checkbox"/> My monthly debt payments are excessive and I am overextended with my creditors. Debt includes credit cards, home equity or other debt.	No hardship documentation required
<input type="checkbox"/> Death of primary or secondary wage earner	<input type="checkbox"/> Death Certificate (Required for any deceased borrower.); OR <input type="checkbox"/> Obituary or newspaper article reporting the death
<input type="checkbox"/> Divorce/separation	<input type="checkbox"/> Divorce Decree copy signed by the court; OR <input type="checkbox"/> Separation Agreement copy signed by the court; OR <input type="checkbox"/> Current credit report copy evidencing divorce, separation, or non-occupying borrower has a different address; OR <input type="checkbox"/> Recorded Quit Claim Deed copy evidencing that the non-occupying Borrower or Co-Borrower has relinquished all rights to the property
<input type="checkbox"/> Disability or serious injury of a borrower or family member	<input type="checkbox"/> Proof of monthly insurance benefits or government assistance (if applicable); OR <input type="checkbox"/> Written statement or other documentation verifying Disability; OR <input type="checkbox"/> Doctor's certificate of injury or Disability OR <input type="checkbox"/> Copies of Medical Bills
<input type="checkbox"/> Disaster (natural or man-made) adversely impacting my property or place of employment	<input type="checkbox"/> Insurance claim; OR <input type="checkbox"/> Federal Emergency Management Agency grant or Small Business Administration loan; OR <input type="checkbox"/> Borrower or employee property located in a Federally Declared Disaster Area
<input type="checkbox"/> Distant Employment Transfer/Relocation	<input type="checkbox"/> For active-duty Service members: Notice of Permanent Change of Station (PCS) or actual PCS orders. <input type="checkbox"/> For employment transfer/new employment: <input type="checkbox"/> signed offer letter copy or notice from employer showing transfer to a new employment location; OR <input type="checkbox"/> Paystub from new employer; OR <input type="checkbox"/> If none above apply, provide written explanation <input type="checkbox"/> In addition to the above, documentation showing the amount of any relocation assistance provided, if applicable (not required for those with PCS orders).



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SECTION 11**HARDSHIP STATEMENT**

<input type="checkbox"/> Business failure	<input type="checkbox"/> Federal Tax Return from the previous year (including all schedules) AND <input type="checkbox"/> Proof of business failure supported by one of the following: <input type="checkbox"/> Bankruptcy filing for the business; OR <input type="checkbox"/> Two months recent Bank Statement for the business account evidencing cessation of business activity; OR <input type="checkbox"/> Most recent signed and dated quarterly or year-to-date Profit and Loss statement
<input type="checkbox"/> Medical expenses, surgeries, extended illness or disease	<input type="checkbox"/> Written statement or other documentation verifying illness; OR <input type="checkbox"/> Doctor's certificate of illness; OR <input type="checkbox"/> Copy of the Medical bills *None of the above shall require providing detailed medical information
<input type="checkbox"/> I am unemployed and receiving benefits <input type="checkbox"/> I am/was receiving unemployment benefits from _____ to _____ <input type="checkbox"/> Start Date (MM DD YY) End Date (MM DD YY)	No hardship documentation required
<input type="checkbox"/> I am unemployed and NOT receiving benefits	No hardship documentation required
<input type="checkbox"/> Other Hardship(s) – describe below:	<input type="checkbox"/> Written explanation describing the details of the hardship and relevant documentation. Space provided below.
Hardship Explanation (continue on a separate sheet of paper if necessary)	

SECTION 12**DODD-FRANK CERTIFICATION FORM**

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203). **You are required to furnish this information.** The law provides that no person shall be eligible to begin receiving assistance from the Making Home Affordable Program (MHA), authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 et seq.), or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud, or forgery, (B) money laundering or (C) tax evasion.

I/we certify under penalty of perjury that I/we have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction: (a) felony larceny, theft, fraud, or forgery, (b) money laundering or (c) tax evasion.

I/we understand that the servicer, the U.S. Department of the Treasury, or their respective agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate Federal law. This certification is effective on the earlier of the date listed below or the date this RMA is received by your servicer.

☐ I/we do not comply with the above requirements.

By checking this box, I/we acknowledge that I/we would make this loan ineligible for MHA program but be eligible for Ocwen's proprietary modification program.



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<div style="float: left; width: 15%;">SECTION 13</div> <div style="float: right; width: 15%; text-align: right;">If non-borrower earnings are used as income</div> NON-BORROWER CONSENT FORM			
Complete if including income from a non-borrower (person(s) not on loan)			
<p>IMPORTANT - Ocwen cannot consider non-borrower income UNLESS this authorization form is completed.</p> <p>A non-borrower is defined as someone who lives at the borrower's primary residence, but is not on the original mortgage loan/note (and may or may not be on the original security instrument), but whose income is used to support the mortgage payment or monthly expenses.</p> <ul style="list-style-type: none"> Ocwen will review credit report(s) for any non-borrower whose income is included in the mortgage assistance application. This form authorizes Ocwen to pull a credit report and verify that the income from this non-borrower has not been used for a prior modification. <p>Note: Without these authorizations, non-borrower income cannot be considered, and may result in a delay in processing your application.</p>			
Non-Borrower 1		Non-Borrower 2	
Print Name _____	Print Name _____	Print Name _____	Print Name _____
Social Security Number _____	Date of Birth (MM DD YY) _____	Social Security Number _____	Date of Birth (MM DD YY) _____
<p>Acknowledgements. This must be completed, but will only be used if being evaluated for the Government's Making Home Affordable Program.</p> <p><input type="checkbox"/> I understand that Ocwen will pull a current credit report on all non-borrowers whose income is submitted.</p> <p><input type="checkbox"/> I confirm that my income was not utilized in a prior modification.</p>			
<div style="border: 1px solid black; padding: 2px; width: 40px; margin: 0 auto;">SIGN HERE</div>	Non-Borrower 1 Signature _____	<div style="border: 1px solid black; padding: 2px; width: 40px; margin: 0 auto;">SIGN HERE</div>	Non-Borrower 2 Signature _____
	Date (MM DD YY) _____		Date (MM DD YY) _____

<div style="float: left; width: 15%;">SECTION 14</div> CONSENT FOR RELEASE OF INFORMATION FORM			
Third-Party Authorization Form			
Mortgage Lender/Service Name ("Servicer") _____		Account/Loan Number _____	
<p>By signing below, Borrower and Co-Borrower (if any) (individually and collectively, "Borrower" or "I"), authorize the above Servicer, its partners or affiliates, and the third parties listed below (individually and collectively, "Third Party") to obtain, share, release, discuss, and otherwise provide to and with each other, public and non-public personal information contained in or related to the mortgage loan of the Borrower. This information may include (but is not limited to) the name, address, telephone number, social security number, credit score, credit report, income, government monitoring information, loss mitigation application status, account balances, program eligibility, and payment activity of the Borrower.</p>			
Counseling Agency _____	State HFA Entity _____	Other Third Party _____	Relationship to Borrower (s) _____
Agency Contact Name & Phone Number _____	State HFA Contact Name & Phone Number _____	Third Party Contact Name & Phone Number _____	
Agency Email Address _____	State HFA Email Address _____	Third Party Email Address _____	
<p><input type="checkbox"/> I/We do not wish to authorize any third parties to receive information about the mortgage</p> <p>—Hardest Hit Fund Programs by Servicer or State HFA to the U.S. Department of the Treasury or their agents in connection with their responsibilities under the Emergency Economic Stabilization Act.</p> <p>—Ocwen will take reasonable steps to verify the identity of a Third Party, but has no responsibility or liability to verify the identity of such Third Party. Ocwen also has no responsibility or liability for what a Third Party does with such information.</p> <p>—This Third-Party Authorization is valid when signed by ALL borrowers and co-borrowers named on the mortgage. Authorization remains valid until Ocwen receives a written revocation signed by any borrower or co-borrower.</p>			
I UNDERSTAND AND AGREE WITH THE TERMS OF THIS THIRD-PARTY AUTHORIZATION.			
<div style="border: 1px solid black; padding: 2px; width: 40px; margin: 0 auto;">SIGN HERE</div>	Signature _____	<div style="border: 1px solid black; padding: 2px; width: 40px; margin: 0 auto;">SIGN HERE</div>	Signature _____
	Date (MM DD YY) _____		Date (MM DD YY) _____
<div style="border: 1px solid black; padding: 2px; width: 40px; margin: 0 auto;">SIGN HERE</div>	Signature _____		Date (MM DD YY) _____



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SECTION 15**BORROWER ACKNOWLEDGEMENT AND AGREEMENT**

PAGE 1 OF 2

1. I certify that all of the information in this package is truthful and the hardship(s) identified above has contributed to submission of this request for mortgage relief.
2. I understand and acknowledge that the Servicer, the U.S. Department of the Treasury (if applying for a Making Homes Affordable (MHA) program*), the owner or guarantor of my mortgage loan, their respective agents, or an authorized third party** may investigate the accuracy of my statements, may request me to provide additional supporting documentation and that knowingly submitting false information may violate Federal and other applicable law.
3. I authorize and give permission to the Servicer, the U.S. Department of the Treasury (if applying for a MHA program*), their respective agents, or an authorized third party** to assemble and use a current consumer report on all borrowers obligated on the loan, to investigate each borrower's eligibility for mortgage assistance and the accuracy of my statements and any documentation that I provide in connection with my request for assistance. I understand that these consumer reports may include, without limitation, a credit report, and be assembled and used at any point during the application process to assess each borrower's eligibility thereafter.
4. I understand that if I have intentionally defaulted on my existing mortgage, engaged in fraud or if it is determined that any of my statements or any information contained in the documentation that I provide are materially false and that I was ineligible for assistance under MHA or any other mortgage relief program, the Servicer, the U.S. Department of the Treasury (if applying for a MHA program*), or their respective agents may terminate my participation in MHA or any other mortgage relief program, including any right to future benefits and incentives that otherwise would have been available under the program, and also may seek other remedies available at law and in equity, such as recouping any benefits or incentives previously received and pursuing foreclosure.
5. I certify that any property for which I am requesting assistance is a habitable residential property that is not subject to a condemnation notice. I certify that unless I have previously notified the Servicer, and I am currently seeking an assumption of the mortgage, there has been no change in the ownership of the Property since the original mortgage documents for the property in which I am seeking relief were signed.
6. I certify that I am willing to provide all requested documents and to respond to all Servicer, their agents or authorized third party** communications in a timely manner. I understand that time is of the essence.
7. I understand that the Servicer will use the information I provide to evaluate my eligibility for available relief options and foreclosure alternatives, but the Servicer is not obligated to offer me assistance based solely on the representations in this document or other documentation submitted in connection with my request.
8. If applicable to the program for which my loan is under review, I am willing to commit to credit counseling if it is determined that my financial hardship is related to excessive debt.
9. If I am eligible for assistance under MHA or any other mortgage relief program, and I accept and agree to all terms of any notice, plan, or agreement, I also agree that:
 - a. The terms of this Acknowledgment and Agreement are incorporated into such notice, plan, or agreement by reference as if set forth therein in full.
 - b. My first timely payment, if required, following my Servicer's determination and notification of my eligibility or prequalification for assistance will serve as my acceptance of the terms set forth in the notice, plan, or agreement sent to me.
 - c. The Servicer's acceptance of any payments under the plan will not be a waiver of any acceleration of my loan or foreclosure action that has occurred and will not cure my default unless such payments are sufficient to completely cure my entire default under my loan.
 - d. Payments due under a trial period plan for a modification will contain escrow accounts. If I was not previously required to pay escrow amounts, and my trial period plan contains escrow amounts, I agree to the establishment of an escrow account and agree that any prior waiver is revoked. Payments due under a repayment plan or forbearance plan may or may not contain escrow amounts; I agree to the establishment of an escrow account and agree that any prior escrow waiver is revoked.
10. I understand that my Servicer, their agents or authorized third party** will collect and record personal information that I submit in this package and during the evaluation process, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about my account balances and activity. I understand and consent to the Servicer's, their agents or authorized third party's**, as well as any investor or guarantor's, disclosing my personal information and the terms of any mortgage assistance or foreclosure alternative to the following:
 - a. The U.S. Department of the Treasury and its agents, Fannie Mae and Freddie Mac in connection with their responsibilities under MHA, or any companies that perform support services in conjunction with MHA;
 - b. Any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s) or any companies that perform support services to them; and
 - c. Any HUD-certified housing counselor.
11. **NOTICE TO TEXAS BORROWERS:** If the loan you are requesting to modify is a Texas Home Equity Loan or Line of Credit, your loan might not be eligible for a modification due to state law regulations concerning allowable modification terms. However, please proceed with submitting your package for review so we can examine your financial situation and your loan to determine the best available mortgage relief option.



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SECTION 15

BORROWER ACKNOWLEDGEMENT AND AGREEMENT

PAGE 2 OF 2

12. I understand the Servicer will not refer the loan to foreclosure or conduct the foreclosure sale if already referred while under review for mortgage assistance. However, the court having jurisdiction or the public official charged with carrying out the foreclosure may fail or refuse to halt the sale. The review for a MHA program, or any other mortgage assistance program, will not begin until all required documentation is received. I understand that any fee charged in connection with a property valuation will be assessed to my account.
13. I understand that in order to be reviewed for a foreclosure alternative, all required documentation must be received no later than seven (7) business days prior to a scheduled foreclosure sale date. **Exception for California:** As required by state law, if your property is located in the state of California and your scheduled foreclosure sale is within seven (7) business days, the review of your loan for a foreclosure alternative is subject to different timeframes. Please contact us at [phone number] to discuss.
14. I consent to being contacted concerning this request for mortgage assistance at any e-mail address or cellular or mobile telephone number I have provided to the Servicer. This includes text messages and telephone calls to my cellular or mobile telephone.

The undersigned certifies under penalty of perjury that all statements in this document are true and correct.

*Ocwen is a participating servicer in the federal government's Making Homes Affordable (MHA) program. This includes the Home Affordable Modification Program (HAMP), Home Affordable Foreclosure Alternatives (HAFA) and the Home Affordable Unemployment Program (HAUP). If allowed by your Investor and other requirements are met, your loan could be reviewed for eligibility in these programs. If you are not eligible, there are other mortgage assistance programs for which your loan will be reviewed.

**An authorized third party may include, but is not limited to, a counseling agency, Housing Finance Agency (HFA), Consumer Finance Protection Bureau (CFPB), or other similar entity that is assisting in obtaining a foreclosure prevention alternative or ensuring on behalf of the borrower that all mortgage relief options were properly reviewed and offered

 SIGN HERE	Signature	Date (MM DD YY)	 SIGN HERE	Signature	Date (MM DD YY)
 SIGN HERE	Signature	Date (MM DD YY)			

SECTION 16

INFORMATION FOR GOVERNMENT MONITORING PURPOSES

(Optional)

The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or based on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person. If you do not wish to furnish the information, please check the first box below.

BORROWER	CO-BORROWER
<input type="checkbox"/> I do not wish to furnish this information	<input type="checkbox"/> I do not wish to furnish this information
Ethnicity <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	Ethnicity <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
Race <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	Race <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White
Sex <input type="checkbox"/> Female <input type="checkbox"/> Male	Sex <input type="checkbox"/> Female <input type="checkbox"/> Male



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September 22, 2014

SECTION 17

HOMEOWNER'S HOTLINE

If you have questions about this document or the Making Home Affordable Program, please call your servicer.

If you have questions about the program that your servicer cannot answer or need further counseling, you can call the Homeowner's HOPE[™] Hotline at 1-888-995-HOPE (4673).

The Hotline can help with questions about the program and offers free HUD-certified counseling services in English and Spanish.



SECTION 18

BEWARE OF FORECLOSURE RESCUE SCAMS. HELP IS FREE!

Beware of Foreclosure Rescue Scams.

There is never a fee to get assistance or information about the Making Home Affordable Program from your lender or a HUD-approved housing counselor. Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan. Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house. Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt. Never make your mortgage payments to anyone other than your mortgage company without their approval.





September 22, 2014

SECTION 19

FREQUENTLY ASKED QUESTIONS

1. **Will I be evaluated for the Home Affordable Modification Program (HAMP) when I submit my Request for Modification Assistance (RMA)?**
 Once we receive your complete RMA, we will evaluate your loan for the Home Affordable Modification Program (HAMP) if you are eligible. Otherwise we will evaluate you for an "in-house" loan modification.
2. **I've seen ads offering to help me avoid foreclosure for a fee. Will it cost money to get help?**
There should never be a fee from Ocwen or any qualified counselor to obtain assistance or information about foreclosure prevention options. Unfortunately, foreclosure prevention has become a target for scam artists. Be wary of companies or individuals offering to help you for a fee. Never send a mortgage payment to any company other than the one listed on your monthly mortgage statement or one designated to receive your payments under a state assistance program. We suggest using the HUD website referenced in question 10 to locate a counselor near you. Also, please refer to the attached document called "Notice to Borrowers" for more information.
3. **What happens to my mortgage while you are evaluating my documents?**
 You remain obligated to make all mortgage payments when they come due, even when we are reviewing your loan for assistance options.
4. **Will the foreclosure process begin if I do not respond to this letter?**
 If you have missed four monthly payments or there is reason to believe the property is vacant or abandoned, we may refer your mortgage to foreclosure regardless of whether you are being considered for a modification or other types of foreclosure alternatives.
5. **What happens if I have waited too long and my property has been referred to an attorney for foreclosure? Should I still contact you?**
 Yes, the sooner the better! We have a number of options available even if foreclosure proceedings have started. The sooner you contact us within the foreclosure process, the greater the likelihood that we can help you. Contact us and we can tell you which programs are still available.
6. **What if my property is scheduled for a foreclosure sale in the future?**
 If you submit a complete 'Request for Mortgage Assistance and Hardship Affidavit' less than 37 calendar days before a scheduled foreclosure sale, there is no guarantee we can evaluate you for a foreclosure alternative in time to stop the foreclosure sale. Even if we are able to approve you for a foreclosure alternative prior to a sale, a court with jurisdiction over the foreclosure proceeding (if any) or public official charged with carrying out the sale may not halt the scheduled sale.
7. **Will my property be sold at a foreclosure sale if I accept a foreclosure alternative?**
 No. Foreclosure proceedings will be stalled once you accept a foreclosure alternative, such as a forbearance or modification. Foreclosure will only be cancelled once you complete all necessary agreements and comply with all requirements of the program.
8. **Will my credit score be affected by my late payments or being in default?**
 The delinquency status of your loan will be reported to credit reporting agencies as well as your entry into a Repayment Plan, Forbearance Plan, or Trial Period Plan in accordance with the requirements of the Fair Credit Reporting Act and the Consumer Data Industry Association requirements.
9. **Will my credit score be affected if I accept a foreclosure prevention option?**
 While the affect on your credit will depend on your individual credit history, credit scoring companies would generally consider entering into a plan with reduced payments as increasing your credit risk. As a result, entering into a plan with reduced payments may adversely affect your credit score, particularly if you are current on your mortgage or otherwise have a good credit score.
10. **Is foreclosure prevention counseling available?**
 Yes, HUD-approved counselors are available to provide you with the information and assistance you may need to avoid foreclosure. You can use the search tool at <http://www.hud.gov/offices/hsg/sfh/hcc/fc/> to find a counselor near you.
11. **What happens once I have sent the package to you?**
 After we receive your application, we will contact you within three business days to confirm that we have received it. Next, we will review your package to determine whether or not it is complete. If your application is incomplete or missing any documentation, we will notify you within five business days. Within 30 days of receiving your complete application, we will let you know what foreclosure alternatives are available to you and what your next steps are. If you submit your complete application less than 37 days prior to a scheduled foreclosure sale date, we will strive to process your request as quickly as possible. However, you may not receive a notice of incompleteness or a decision on your request prior to sale. Please submit your application as soon as possible.



September 22, 2014

SECTION 20

INFORMATION ABOUT DEED-IN-LIEU OF FORECLOSURE

1. What is a Deed-in-Lieu of foreclosure?

A Deed-in-Lieu of foreclosure (Deed-in-Lieu) is an option to settle your mortgage. You hand the property title over to your mortgage holder. This transfers ownership to them, so you both avoid a costly and time-consuming foreclosure process.

2. Why is a Deed-in-Lieu a good option for me?

In many cases, a Deed-in-Lieu is a great solution for both you and Ocwen. With a Deed-in-Lieu, you could walk away with no more mortgage debt, a less negative impact on your credit than foreclosure or bankruptcy and a check for relocation assistance when you move out. Unlike a short sale, a Deed-in-Lieu does not require the time and energy associated with listing and selling your house. There are no realtors involved and you don't have to worry about getting an offer. You simply transfer the title to settle the loan.

3. What if I have a second mortgage or other lien against my property? Do I still qualify?

In order to participate in the Deed-in-Lieu program, your property needs to have a clear title. This means all other mortgages, plus any liens or encumbrances on the property, must be settled or paid off. However, we can negotiate on your behalf to help settle those accounts and release other liens on your title.

4. My home is already in foreclosure. What happens if my preference is to give back the property?

If foreclosure proceedings are already underway and there is a foreclosure sale date scheduled in the next 37 days, the foreclosure proceedings will not automatically be stopped if you choose to give back the property. Be sure to discuss your options with your Relationship Manager.

5. How will a Deed-in-Lieu affect my state and federal income taxes?

There are possible income tax considerations, but they vary depending on the circumstances. Please contact the IRS or your tax preparer to discuss your specific tax situation.

6. How will you report my Deed-in-Lieu to the credit bureaus?

We will follow standard industry practice and report to the major credit reporting agencies. We have no control over, or responsibility for, the impact of this report on your credit score. For more information, visit <http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm>.

7. How will a Deed-in-Lieu affect my credit report?

A Deed-in-Lieu program will have a negative impact on your credit report. Though it is impossible to predict the exact impact for you personally, a Deed-in-Lieu may be viewed more favorably by future creditors than a foreclosure. This is just one reason why more and more people are finding that a Deed-in-Lieu of foreclosure program is a sensible option for them.

8. Where can I get more information about Deed-in-Lieu?

Call our Customer Care Center at 1-800-746-2936, Monday–Friday 8:00 am–9:00 pm, on Saturday 8:00 am–5:00 pm, or on Sunday 9:00 am–9:00 pm ET. Or, call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673) or 1-877-304-9709 (TTY) to speak with a HUD-certified counselor.

9. I am renting my house to tenants right now. Am I still eligible for Deed-in-Lieu?

Yes. Properties that are vacant or tenant occupied are now eligible for Deed-in-Lieu. This includes family members or dependents living in the property rent-free. However, if you are not living in the property, you won't be eligible for relocation assistance. Instead, your tenants would be eligible to receive relocation assistance.

10. When will I receive my cash incentives? Where will Ocwen send my payment?

We will ask for your new address when we send you the final agreement and deed transfer paperwork. Make sure your new address is a physical address, not a P.O. Box. Once we receive final inspection, we cut the check and mail it to your new address.



September 22, 2014

SECTION 21

INFORMATION ABOUT SHORT SALES

1. How does a short sale work?

A "short sale" is specifically designed to help borrowers who (a) are unable to afford their first mortgage loan and (b) want to sell their home to avoid foreclosure, but the sales price may be less than what they owe on their mortgage loan. A short sale refers to selling a home "short" of, or for less than, what is owed on the mortgage loan and using the sale proceeds to settle the full debt owed on the home. A short sale requires coordination and cooperation between several parties - the Seller, the Buyer, listing and buyer's Real Estate Agent, Settlement Agent, Mortgage Lender/Servicer, and/or Mortgage Insurer.

2. What is the Home Affordable Foreclosure Alternative (HAFA) Program – Short Sale?

HAFA is a government sponsored program designed to assist struggling homeowners with selling their home(s) rather than foreclosing. Ocwen actively participates in the HAFA program, and reviews all short sale applications for HAFA program eligibility. All eligible HAFA requests must include a fully executed Hardship Affidavit and Dodd Frank Certificate. For those loans ineligible for HAFA, Ocwen also checks qualification for our own non-HAFA alternatives.

Potential HAFA benefits – If a loan is HAFA eligible, the property occupants may be able to receive \$3,000 in relocation assistance, to help with moving expenses. If applicable, those funds would be paid by the settlement agent and disclosed on the HUD-1 Settlement Statement. In some cases, sale proceeds may be higher than the amount need to payoff the full loan balance owed and approved closing costs, such that there is money left over after disbursing funds to Ocwen.

Vacant properties may qualify for the HAFA Program, but no relocation assistance will be paid.

3. What if the offer doesn't get approved?

- If your financial situation does not fit the requirements of the HAFA program, we will automatically review your account for our "in-house" short sale program. Since it is separate from the government program, we may still be able to approve you for short sale under different guidelines.
- If the "in-house" short sale is not approved due to unacceptable sale terms (low sales price, excessive commission, etc.), you may be able to submit a revised purchase contract with a new sales price for review.

4. Other important information.

- Keep your house and your property in good condition and cooperate with your real-estate agent to show it to potential buyers.
- Be able to provide the buyer of your home with clear title. To start, determine if you have other loans, judgments or liens secured by your home, such as a home-equity line of credit or a second mortgage. If there are such liens, these loans will need to be paid off in full or negotiated with the lien holders to release them before the closing date. Under this program, you must make sure other lien holders will agree not to pursue other legal action related to the pay off of their lien, such as a deficiency judgment. You can get help from your broker to negotiate with the other lien holders.

5. IRS and Credit Reporting Information.

- We are required by law to report the difference between the remaining amount of principal owed and the amount that we receive from the sale to the Internal Revenue Service (IRS) on Form 1099C as debt forgiveness. In some cases, debt forgiveness can be taxed as income. Amounts allowed for moving expenses may also be reported as income. We suggest that you contact the IRS or your tax preparer to determine if you may have any tax liability.
- We will follow standard industry practice and report to the major credit reporting agencies that your mortgage was settled for less than the full balance. We have no control over, or responsibility for, the impact of this reporting on your credit score.